

# LAWS and INFORMATION DURING the COVID-19 EMERGENCY

1



Montgomery County Department of Housing and Community Affairs  
Office of Landlord-Tenant Affairs  
1401 Rockville Pike, 4<sup>th</sup> Floor  
Rockville, MD 20852  
240-777-0311; FAX 240-777-3691; TDD 711  
(311 within Montgomery county)  
Email: [olta.intake@montgomerycountymd.gov](mailto:olta.intake@montgomerycountymd.gov)  
[www.montgomerycountymd.gov/dhca](http://www.montgomerycountymd.gov/dhca)



# TABLE OF CONTENTS

<b>Introduction</b> 3	<b>Governor Hogan's Executive Order</b> 4	<b>Eviction/Foreclosure Prohibitions</b> 5	<b>Utility Disconnection</b> 6	<b>The Courts</b> 7
<b>Eviction</b> 8	<b>Tenant Responsibility based on Governor's order</b> 9	<b>Bill 18-20 Renters Relief Act</b> 10	<b>Rent Increase Notices</b> 11	<b>Differences in Local Jurisdictions</b> 12
<b>Survival Tips for Tenants and Landlords</b> 13	<b>Available Resources</b> 15	<b>Commission on Landlord-Tenant Affairs (COLTA)</b> 16	<b>Available Resources</b> 17	<b>Other Laws of Interest</b> 18
<b>Bill 18-19 Renters Relief Act</b> 19	<b>Bill 24-19 Air Conditioning</b> 20	<b>Retaliatory Eviction</b> 21	<b>Victims of Domestic Violence</b> 23	<b>Tenants' Rights</b> 25

## Introduction

---

This presentation provides information concerning changes to the law in response to the COVID-19 Emergency. This Office receives calls daily and there are many misconceptions regarding what landlords and tenants can and cannot do during this period. Hopefully, we will be able to give you the correct information and answer as many questions as we can revolving around these issues.

---

For more detailed information about anything contained in this presentation, please call 311 or visit our website at [www.montgomerycountymd.gov/dhca](http://www.montgomerycountymd.gov/dhca).

---

Our webpage contains valuable information and answers to frequently asked questions that may address many of your questions. You are encouraged to avail yourself of this resource.

# Governor Hogan's Executive Orders



- ▶ Governor Hogan has issued several
- ▶ Executive Orders during the COVID-19
- ▶ Emergency. The two that affect
- ▶ Landlords and tenants directly are:
- ▶ Prohibition of evictions and foreclosures (still in effect); and
- ▶ Prohibition of terminating utility services.

# Eviction/ Foreclosure Prohibition

Governor Hogan first issued this Order, Temporarily Prohibiting Evictions of Tenants suffering

Substantial Loss of Income Due to COVID-19..., on March 16, 2020 and again on April 3, 2020.

This Order also prohibits:

- the Court from issuing judgment for repossession or warrant of restitution during the emergency;
- residential mortgage foreclosures and commercial evictions; and
- repossession of foreclosed properties as well as the initiation of foreclosure actions during the emergency.

The Courts are currently closed through June 5, 2020.

This Order remains in effect until the emergency is terminated and the public health emergency Executive order is rescinded.

# Utility Disconnection

Governor Hogan first issued this Order, prohibiting termination of residential services and late fees, on March 16, 2020 and updated it on April 29, 2020.

The Order prohibited any utility company servicing a residential unit from discontinuing their service during the COVID-19 emergency.

The Order prohibited any utility company from charging a customer for any late fees during this period.

This Order was set to expire on May 1, 2020 but was extended until June 1, 2020.

# The Courts

## Montgomery County, MD



The Courts in Montgomery County are currently closed so no hearings are taking place and no judgments are being issued.



The Landlord can still file for Failure to pay Rent, Tenant Holding Over and Breach of Lease and those filings will be entered once Court re-opens.



Based on the Governor's Order and the closed courts, the Sheriff is not performing any evictions until the Courts re-open.



The Courts will be closed through June 5, 2020. There is no official word as to when they will re-open.



# Eviction

Eviction is the court-ordered removal of the tenant and the tenant's personal belongings from a rental property. As stated previously, no evictions can occur during the Governor's order. These are things to remember regarding evictions:



- ▶ The landlord does NOT have the right to evict without proper judicial process.
- ▶ Without a court order and the presence of the Sheriff, the landlord cannot physically remove or lock out the tenant, cut off utilities such as water or electricity, remove outside windows or doors, or seize (take) the tenant's belongings in order to carry out an eviction.
- ▶ If a landlord uses unlawful measures to evict a tenant, the landlord exposes him/herself to potential criminal prosecution and substantial civil liability.
- ▶ Call the Police non-emergency number (301-279-9100) if the landlord tries to evict without a court order or the presence of the Sheriff.



# Tenant Responsibility based on the Governor's Orders



---

While tenants cannot be evicted for failure to pay rent, rent is still due, and the landlord can still file against you. Once the Order is lifted you will be responsible for ALL unpaid rent.


---

The landlord can still issue vacate notices, late rent notices and breach of lease notices against the tenant during the emergency.

---

Tenants are still responsible for paying their utilities and should make payment arrangements with the utility to avoid cut-off when the emergency is lifted.

# Bill 18-20 Renters Relief Act



On April 24, 2020, The County Council passed the Renters Relief Act which limits rent increases that can be given during the COVID-19 emergency to 2.6%, the current voluntary rent guideline.

- ▶ Rent increase notices issued prior to April 24, 2020, that take effect **after** that date cannot exceed 2.6%.
- ▶ On lifting the emergency, no rent increase notice that exceeds 2.6% can be given for 90 days.
- ▶ A notice of rent increase issued 91 days after lifting the emergency that takes effect 90 days later, can exceed the 2.6% limit.

# Rent Increase Notices

## Rent increase notices **MUST** meet the following requirements:

- ▶ Must be in writing and delivered to a tenant at least 90 days prior to the effective date of the rent increase;
- ▶ Must correspond with the rent payment cycle; and
- ▶ Can only be issued once in a 12-month period.

## A notice of rent increase **MUST** contain:

- ▶ The current rent; the new rent; the percentage of increase; the effective date of the proposed increase; and the voluntary rent guideline issued by the County Executive;
- ▶ A statement that the tenant may ask the Department of Housing and Community Affairs to review any increase deemed by the tenant to be excessive; and
- ▶ Any other information the landlord deems useful in explaining the rent increase.



# Differences in Other Montgomery County Jurisdictions

Montgomery County has three Incorporated Cities that do not fall under Chapter 29, Landlord-Tenant Relations of the Montgomery County Code and have their own landlord-Tenant statutes. Here are the differences regarding their handling of rent increases during the COVID-19 emergency:

## **City of Gaithersburg**

◆ The City of Gaithersburg has not introduced legislation to address the issue of rent caps during the emergency, although they are considering doing so.

## **City of Rockville**

◆ The City of Rockville passed a bill that will hold rent increases to 0% through July 31, 2020 and 2.6% thereafter. For more detailed information contact the City of Rockville at 240-314-8330.

## **City of Takoma Park**

◆ The City of Takoma Park is the only jurisdiction that has rent control and their statute already requires a lower increase than that specified by Bill 18-20.

# Survival Tips for Tenants



- ▶ Keep the lines of communication open.
- ▶ Work with the landlord to make payment arrangements if you are having financial difficulty during the emergency.
- ▶ Get all arrangements and agreements in writing to avoid confusion later.
- ▶ Always request a written receipt for your rent payments and maintain a record of your payments.
- ▶ Pay as much as you can toward your rent and try to pay on time. While the landlord can not charge a late fee until after the tenth of the month, **this is not a grace period.**
- ▶ **You can be sued for Failure to Pay Rent before the 10th of the month and landlords are filing even though no court action is currently taking place.**

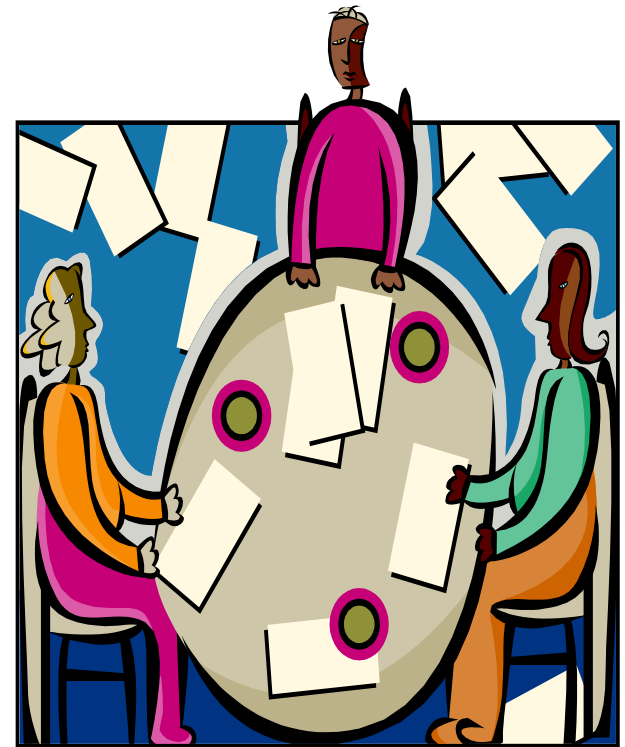
# Survival Tips for Landlords

- ▶ Keep the lines of communication open.
- ▶ Work with the tenant to make payment arrangements if they are having financial difficulty during the emergency.
- ▶ Get all arrangements and agreements in writing to avoid confusion later.
- ▶ Always give a written receipt for rent paid and maintain a record of all payments received.
- ▶ Accept partial payments and multiple payments during the emergency to give tenants the chance to keep up with the rent and retain their housing.
- ▶ **You can sue for Failure to Pay Rent before the 10th of the month and you can still file, even though no court action is currently taking place.**



# Complaint Process

- ▶ If a landlord or tenant believes that the other is violating the law, they have the right to file a complaint.
- ▶ Landlords should not file complaints with this Office regarding unpaid rent as rent is the sole purview of the District Court.
- ▶ Calling 311 does not initiate the complaint process for Landlord-Tenant, you must file a formal complaint.
- ▶ The complaint form is available on our website or you can request a complaint form be mailed to you by calling 311.
- ▶ If a complaint is not resolved, the Investigator refers the complaint to the Montgomery County Commission on Landlord-Tenant Affairs ("Commission").
- ▶ Please visit our webpage at: [www.montgomerycountymd.gov/dhca](http://www.montgomerycountymd.gov/dhca) for more detailed information regarding the complaint process.



# Commission on Landlord-Tenant Affairs



If a complaint is not resolved, the Investigator refers the complaint to the Montgomery County Commission on Landlord-Tenant Affairs ("Commission"). Which is comprised of 15 members: 4 tenant representatives, 4 landlord representatives, 4 members of the public who are neither tenants nor landlords, and 3 alternates, one in each category. Commission members act as Administrative Judges.

After receiving a complaint, the Commission has three options:

- (1) decide there is no violation of law, in which case the Commission dismisses a complaint without conducting a hearing;
- (2) decide there is sufficient evidence of a violation and schedule a hearing to allow both sides to present their testimony and evidence under oath; or
- (3) refer the case back to Landlord-Tenant staff for further investigation.

Hearings are usually conducted by a panel of three Commissioners, one representative from each category. These hearings are informal, and parties can represent themselves or be represented by an attorney. Landlords cannot be represented by their management companies, and parties cannot be represented by someone who is not a lawyer.



# Available Resources

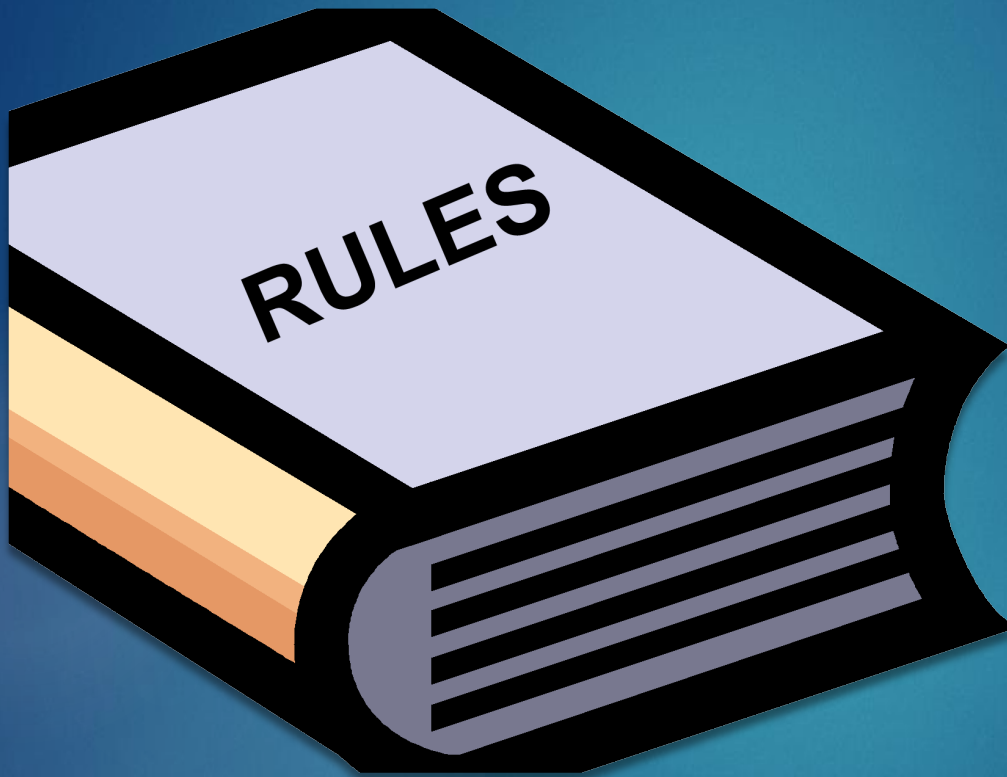
The County understands the challenges being faced by both landlords and tenants as a result of the COVID-19 emergency and is doing as much as they can to assist County residents during this time. Please go to our webpage for valuable information and links to resources at [www.montgomerycountymd.gov/dhca](http://www.montgomerycountymd.gov/dhca).

## Tenants:

- Call 311 and ask for Health and Human Services (HHS).
- HHS has several programs available to assist tenants, so this is probably your best starting point.
- HHS can assist with applying for unemployment benefits, utility assistance, food and other necessities.


## Landlords:

- ▶ Contact your lender to negotiate payments:
- ▶ [Fannie/Freddie loan guidelines](#)
- ▶ [HUD FHA loan guidelines](#)
- ▶ [VA loan guidelines](#)



# Other Laws of Interest

# Bill 18-19 Relocation Expenses

- 
- ▶ This amendment to Chapter 29 requires a landlord to pay relocation expenses to a tenant if the housing is condemned as being unfit for human habitation through no fault of the tenant.
  - ▶ A tenant who is permanently displaced (required to vacate their housing for 30 days or more) is entitled to the return of their security deposit plus any accrued interest, any pro-rata rent for that month plus the greater of three months' fair market rent or tenant's lease rent, within 72 hours of the posting of the condemnation.
  - ▶ A tenant who is temporarily displaced (required to vacate their housing for less than 30 days) is entitled to alternative, safe, legal and comparable housing of equivalent value and moving expenses to that housing and back to the original housing.
  - ▶ A permanently displaced tenant is entitled to first right to reoccupy the condemned housing once repairs have been completed. This law will take effect on or about April 30, 2020. Regulations have been drafted and are awaiting approval.

# Bill 24-19 Air Conditioning

This amendment to Chapter 29 requires a landlord to provide air conditioning in all rental housing, with the exception of a detached single-family home or a dwelling located on a site listed in the National Register of Historic Places.

- ✓ A/C must be provided between June 1<sup>st</sup> and September 30<sup>th</sup> of each year; and
- ✓ Must maintain a temperature of at least 80° Fahrenheit
- ✓ A tenant can elect not to have an A/C unit installed or provided under certain circumstances.
- ✓ For more detailed information, visit our webpage at: [www.montgomerycountymd.gov/dhca](http://www.montgomerycountymd.gov/dhca).



# Retaliatory Evictions

Section 8-208.1, Retaliatory Actions of the Annotated Code of Maryland, Real Property Article, was amended effective October 1, 2014, and these are the highlights of the amended law.

If a tenant or tenant's agent has:

- Filed a good faith complaint of an alleged violation of the lease, law or condition on the leased premises that is a substantial threat to the health and safety of the occupants against the landlord;
- Filed a lawsuit against the landlord;
- Testified or participated in a lawsuit involving the landlord; or
- Participated in any tenants' organization.

A landlord of any residential property may not:

- Bring or threaten to bring an action for possession against a tenant;
- Arbitrarily increase the rent or decrease services to which a tenant has been entitled; or
- Terminate a periodic tenancy (month-to-month).



# Retaliatory Evictions (continued)

If the Court finds that the landlord engaged in a retaliatory action or that the tenant's assertion of retaliation was made in bad faith or without substantial justification, either party may be liable for damages not to exceed 3 months' rent, reasonable attorney's fees and court costs.

The tenant cannot raise this defense if rent is not current, OR, if three judgments for Failure to Pay Rent have been entered against them in the preceding 12 months.

Nothing in this law precludes a landlord from giving notice to vacate to a month-to-month tenant or at the expiration of a lease.

For more information see Section 8-208.1, of the Annotated Code of Maryland, Real Property Article (2015, as amended).

# Victims of Domestic Violence and Sexual Assault

## Victims of Domestic Violence and Sexual Assault

The Real Property Article, Annotated Code of Maryland, provides that a tenant who is the victim of domestic violence and/or sexual assault; the legal tenant or occupant of the property; who has obtained a final peace or protective order from the Court, has the following protections under the law:



1. The right to terminate the tenancy with 30 days' written notice, mailed or hand-delivered to the landlord along with a copy of the final peace or protective order.
  - ✓ The tenant must pay rent through the 30-day notice period. The tenant's obligations under the lease cease at that point.
  - ✓ If the tenant does not vacate in accordance with the notice, the landlord has the right to either rescind the notice and require that the tenant comply with the terms of the original lease; OR
  - ✓ File a Tenant Holding Over action against the tenant and have them evicted from the premises.
  - ✓ The landlord must provide the tenant written notice in either instance.



# Victims of Domestic Violence and Sexual Assault (continued)

2. The right to have the landlord change the locks upon written notice to the landlord along with a copy of the final peace or protective order.
- ✓ The lock change shall be completed by the close of the next business day after receipt of a written request from the tenant.
  - ✓ If the landlord fails to change the locks within this timeframe, the tenant has the right to have the locks changed by a certified locksmith without the landlord's permission and give the landlord a copy of the new key by the close of the next business day after the locks have been changed.
  - ✓ If the landlord changes the locks, they must provide the tenant with a copy of the key at a mutually agreed upon time, not to exceed 48 hours following the change of the locks.
  - ✓ The landlord may charge the tenant a fee, not to exceed the reasonable cost of changing the locks.
  - ✓ If the tenant fails to pay the fee within 45 days after the locks have been changed, the fee may be added as additional rent or deducted from the tenant's security deposit.



# TENANTS' RIGHTS



TENANT ORGANIZATIONS MAY FILE COMPLAINTS IN A REPRESENTATIVE CAPACITY ON BEHALF OF THOSE TENANTS WHO HAVE AUTHORIZED THEIR REPRESENTATION.

TENANTS HAVE THE RIGHT TO SELF-ORGANIZATION.


TENANTS AND TENANT ORGANIZATIONS HAVE THE RIGHT OF FREE ASSEMBLY IN THE MEETING ROOMS AND OTHER AREAS SUITABLE FOR MEETINGS DURING REASONABLE HOURS AND UPON REASONABLE NOTICE TO THE LANDLORD TO CONDUCT MEETINGS.

THE FIRST MEETING OF THE MONTH MUST BE FREE. ANY MEETINGS AFTER THAT ARE SUBJECT TO A REASONABLE FEE FOR THE USE OF THE MEETING ROOMS OR COMMON AREAS.


TENANTS AND RESIDENT TENANT ORGANIZATIONS HAVE THE RIGHT TO DISTRIBUTE FREELY AND POST IN CENTRALLY LOCATED AREAS LITERATURE CONCERNING LANDLORD-TENANT ISSUES IF THE ORIGIN OF THE LITERATURE IS PROPERLY IDENTIFIED.

## TENANTS' RIGHTS (CONTINUED)


Be Offered a copy of the Landlord-Tenant Handbook at move-in or be referred to the online version if they prefer.



Receive a least 24 hours' notice prior to entry by the landlord/agent/or contractor.



Receive at least 90 days notice of any proposed rent increase.



Make repairs with permission of the Director of DHCA after notice to the landlord and DHCA's issuance of a notice of violation and deduct the cost of repairs from the rent (up to one month's rent) if the landlord fails to make required repairs as ordered by DHCA.